

**UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION**

USA FINANCIAL SECURITIES  
CORPORATION, a Michigan  
corporation, and USA FINANCIAL  
MARKETING CORPORATION,  
a Michigan corporation,

No. 1:05CV0475-GJQ

Plaintiffs,

Hon. Gordon J. Quist

v.

USA FINANCIAL MANAGEMENT  
SERVICES, INC., an Illinois  
corporation, and MAHMUT DURMAZ,  
an Illinois resident,

Defendants.

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**CONSENT JUDGMENT**

The parties in this matter having agreed to entry of a Consent Judgment in full satisfaction and settlement with regard to their claims against the other hereby agree and stipulate to the entry of this Consent Judgment under the settlement terms that consist as follows:

1. Defendants shall pay Plaintiffs the amount of Five Thousand (\$5,000.00) Dollars, which shall be paid by Defendants to Plaintiffs within three (3) days after this Consent Judgment is entered by the Court.

2. Defendants shall immediately and permanently change their business name and marks (including their design mark) for purposes of all future business and conduct to "USA Retirement Management Services". Plaintiffs have reviewed Defendants' new business name and mark attached as Exhibit A and consent to Defendants' use of the name and mark since they agree that the name and mark are not likely to be confused with Plaintiffs' names and/or marks.

Defendants shall permanently change their business name and marks (including their design mark) for any and all other purposes to "USA Retirement Management Services" within three (3) months after the entry of this Consent Judgment. Defendants agree they will never use the phrase "USA Financial" in their name or marks. Plaintiffs have reviewed Defendants' new business name and mark, which is attached as Exhibit A, and consent to Defendants' use of the name and mark since they agree that the name and mark are not likely to be confused with Plaintiffs' names and/or marks.

3. Defendants will not use the "USA Financial Management Services" mark (or the associated design mark) and will instead use the name and mark attached hereto as Exhibit A. In particular, Defendants will not use the phrase "USA Financial" in their name or mark, and will not simply create a d/b/a that is not similar to the "USA Financial" mark in lieu of changing the actual name of Defendants' company. Defendants further agree they will never use the phrase "USA Financial" in their name or mark.

4. Defendants will not indicate to customers or prospective customers of Defendants that Defendants are associated or affiliated in any way with Plaintiffs.

5. Defendants shall immediately issue the following advisement in connection with all of their marketing seminars:

We are not and never have been associated or affiliated in any way with USA Financial Securities Corporation, USA Financial Management Corporation, and USA Financial Management Services, LLC, all of which are companies based in Grand Rapids, Michigan.

Defendants shall issue this advisement in a conspicuous manner at the outset of the seminar for six (6) months from the date this consent judgment is entered by the Court.

6. Defendants will destroy all items bearing its previous business name and marks and provide a notarized certificate of destruction certifying that all items bearing their previous

business name and marks have been destroyed within ten (10) days after Plaintiffs' lawsuit is dismissed by the Court.

7. Plaintiffs agree to dismiss the causes of action filed in this lawsuit against Defendants with prejudice and without costs or attorneys for either side, and Plaintiffs will submit to the Court a proposed stipulation and order of dismissal of this action with prejudice within seven (7) days after the Court signs this Consent Judgment and the payment outlined in Paragraph 1 is received.

8. Plaintiffs agree to release Defendants from the causes of action filed in this lawsuit against Defendants and neither party will be entitled to any costs or attorney fees.

The Court having read the above terms and conditions of the settlement agreement entered into between the parties:

IT IS ORDERED that Defendants shall pay the Plaintiffs the amount of Five Thousand (\$5,000.00) Dollars, which shall be paid by Defendants to Plaintiffs within three (3) days after this Consent Judgment is entered by the Court.

IT IS FURTHER ORDERED that Defendants shall immediately and permanently change their business name and marks (including their design mark) for purposes of all future business and conduct to "USA Retirement Management Services". Defendants shall permanently change their business name and marks (including their design mark) for any and all other purposes to "USA Retirement Management Services" within three (3) months after the entry of this Consent Judgment. Defendants agree they will never use the phrase "USA Financial" in their name or mark and they will never use any name or mark that is likely to be confused with Plaintiffs' names and/or marks. Plaintiffs have reviewed Defendants' new

business name and mark attached as Exhibit A and consent to Defendants' use of the name and mark since they agree that the name and mark are not likely to be confused with Plaintiffs' names and/or marks .

IT IS FURTHER ORDERED that Defendants will not use the "USA Financial Management Services" mark (or the associated design mark) and will instead use the name and mark attached hereto as Exhibit A. In particular, Defendants will not use the phrase "USA Financial" in their name or mark, and will not simply create a d/b/a that is not similar to the "USA Financial" mark in lieu of changing the actual name of Defendants' company. Defendants further agree they will never use the phrase "USA Financial" in their name or mark.

IT IS FURTHER ORDERED that Defendants will not indicate to customers or prospective customers of Defendants that Defendants are associated or affiliated in any way with Plaintiffs.

IT IS FURTHER ORDERED that Defendants shall immediately issue the following advisement in connection with all of their marketing seminars:

We are not and never have been associated or affiliated in any way with USA Financial Securities Corporation, USA Financial Management Corporation, and USA Financial Management Services, LLC, all of which are companies based in Grand Rapids, Michigan.

Defendants shall issue this advisement in a conspicuous manner at the outset of the seminar for six (6) months from the date this consent judgment is entered by the Court.

IT IS FURTHER ORDERED that Defendants will destroy all items bearing their previous business name and marks and provide a notarized certificate of destruction certifying that all items bearing its previous business name and marks have been destroyed within ten (10) days after Plaintiffs' lawsuit is dismissed by the Court.

IT IS FURTHER ORDERED that Plaintiffs agree to dismiss the causes of action filed in this lawsuit against Defendants with prejudice and without costs or attorneys for either side, and Plaintiffs will submit to the Court a proposed stipulation and order of dismissal of this action with prejudice within seven (7) days after the Court signs this Consent Judgment and the payment outlined in Paragraph 1 is received.

IT IS FURTHER ORDERED that Plaintiffs agree to release Defendants from the causes of action filed in this lawsuit against Defendants and neither party will be entitled to any costs or attorney fees.

Dated: March 27, 2006

Gordon J. Quist  
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Honorable Gordon J. Quist  
United States District Court Judge

We hereby agree to the terms and conditions of the  
Consent Judgment set forth herein.

**WARNER NORCROSS & JUDD LLP**

By: s/Daniel P. Ettinger  
Daniel P. Ettinger  
Attorneys for Plaintiff

**ASHERSON, KLEIN & DARBINIAN**

By: s/Neville Asherson  
Neville Asherson  
Leon B. Hazany  
Attorneys for Defendants

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**EXHIBIT A  
TO  
CONSENT JUDGMENT**

